

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEBRASKA

R.A.D. SERVICES, a Nebraska limited liability company, Assignee,)	CASE NO. _____
)	
Plaintiff,)	
)	
v.)	NOTICE OF REMOVAL
)	
STATE FARM INSURANCE COMPANY,)	
)	
Defendant.)	

PLEASE TAKE NOTICE that Defendant State Farm Fire and Casualty Company, incorrectly sued as State Farm Insurance Company, ("State Farm"), by and through undersigned counsel and pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, hereby removes this action from the District Court of Douglas County, Nebraska, where it is now pending, to the United States District Court for the District of Nebraska. In support thereof, State Farm states as follows:

BACKGROUND

1. Plaintiff R.A.D. Services ("R.A.D.") initiated this suit on June 13, 2018, in the District Court of Douglas County, Nebraska against State Farm. The case is styled, "R.A.D. SERVICES, a Nebraska limited liability company, Assignee, Plaintiff, vs. STATE FARM INSURANCE COMPANY, Defendant," and is assigned Case Number D01CI180005372. (Complaint and Demand for Jury Trial, attached hereto as Exhibit "A")

2. R.A.D. effected service on State Farm on June 20, 2018

3. R.A.D. alleges that nine Nebraska State Farm insureds sustained covered losses to their homes in a severe weather event (the "Insureds"). (Exhibit "A" at ¶ 15). According to R.A.D., each of the Insureds executed an "Assignment of Insurance Claims in favor of Brokram, Inc. d/b/a Elite Exteriors." (*Id.* at ¶ 10 and Exhibit "A" attached thereto). R.A.D. further alleges that Elite Exteriors executed an "Assignment of Insurance Claim in favor of R.A.D. for the nine claims referenced in ¶ 9 of the Complaint and Demand for Jury Trial. (*Id.* at ¶ 11 and Exhibit "B" attached thereto).

4. R.A.D. contends that State Farm breached the Insureds' policies by "failing to pay R.A.D. all benefits due and owing." (See *id.* at ¶ 22). R.A.D. does not allege any Insured actually incurred a cost State Farm did not pay, but nevertheless demands payment for "an amount to be determined at trial", "all general and compensatory damages" alleged owed, as well as "pre-judgment interest and post-judgment interest, fees, costs and reasonable attorney fees" on its breach-of-contract count. (*Id.* at p. 3). R.A.D. also states that this amount "is likely to increase with discovery and further investigation." (*Id.*).

THIS COURT HAS DIVERSITY JURISDICTION OVER THIS ACTION

5. The Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a), because complete diversity exists between the parties and the amount in controversy exceeds \$75,000.¹

Complete Diversity of Citizenship Exists Between the Parties

6. Plaintiff R.A.D. is a Nebraska Limited Liability Company with its principal place of business located in Omaha, Nebraska. (*Id.* at ¶ 5).

7. A search conducted through the "Corporation Search" feature available through the Nebraska Secretary of State's website² revealed R.A.D.'s Certificate of Organization, signed by Susan Davidson, Organizer." (See R.A.D.'s Certificate of Organization, attached hereto as Exhibit "B").

8. Counsel for Defendant spoke by telephone with Plaintiff's counsel, Carrie Gaines, on July 18, 2018, and was advised that Susan Davidson is the only current member of R.A.D. and that she is a citizen of Nebraska.

9. As a result, R.A.D. is a citizen of the State of Nebraska.

10. State Farm is a stock insurance company incorporated under the laws of the State of Illinois, and its principal place of business is in Bloomington, Illinois. (See

¹ State Farm removes this action based on R.A.D.'s allegations in its Complaint, but reserves the right to challenge all aspects of those allegations, including the purported assignment of each of the Insureds' claims and the joinder of the nine claims. See *Abraham v. Am. Home Mortgage Serv., Inc.*, 947 F. Supp. 2d 222, (E.D.N.Y. 2013) (granting motion to sever claims based on "hundreds of mortgage loan transactions," and holding that defendant's removal of action based on CAFA mass action provision did not preclude argument that claims were misjoined).

² Available at: <https://www.nebraska.gov/sos/corp/corptest.cgi?status=A&corpname=&search=1>

Declaration of Kristy Stapleton, attached hereto as Exhibit "C".) As a result, State Farm is a citizen of the State of Illinois.

11. Accordingly, there is complete diversity of citizenship between the parties. *See Cascades Dev. of Minn., LLC v. Nat. Spec. Ins.*, 675 F.3d 1095, 1100 (8th Cir. 2012) (analyzing assignee's citizenship for diversity purposes); *see also Hartford Accident & Indem. Co. v. Sullivan*, 846 F.2d 377, 382-83 (7th Cir. 1988) (holding that diversity jurisdiction existed where assignee diverse from opposing party).

The Amount Of The Matter In Controversy Exceeds \$75,000

12. In addition to the complete diversity between R.A.D. and State Farm, this Court also has jurisdiction over this action under 28 U.S.C. § 1332(a) because Plaintiff seeks damages that exceed \$75,000.

13. R.A.D. does not specify the amount in controversy in its Complaint and Demand for Jury Trial. (*See generally* Exhibit "A" at p. 3). As a result, State Farm may properly set forth the amount in controversy in its Notice of Removal. *See* 18 U.S.C. § 1446(c)(2)(A); *see also Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 551, 190 L. Ed. 2d 495 (2014) ("When the plaintiff's complaint does not state the amount in controversy, the defendant's notice of removal may do so.").

14. State Farm prepared estimates for the cost to repair the hail damage in connection with each of the claims. R.A.D. and/or its alleged assignor, Brokram, Inc. d/b/a/ Elite Exterior, provided State Farm with their own estimates in connection with each of the claims except claim number 27-0623-R15.

15. By comparing the amount of the most recent versions of the estimates, State Farm is able to identify \$355,957.03 in controversy as follows:

- Claim number 278Q41451 - \$17,949.03
- Claim number 270647P20 - \$41,020.39
- Claim number 270798M55 - \$38,068.83
- Claim number 270481G34 - \$27,396.86
- Claim number 270483T96 - \$105,739.24
- Claim number 270481B80 - \$26,216.44
- Claim number 270632D71 - \$69,929.97
- Claim number 270648S58 - \$29,636.27

16. In addition, Plaintiffs demand payment of "reasonable attorney fees," which further increases the amount in controversy in this matter beyond the \$355,957.03 set forth above. (*Id.* at p. 3).

17. It is, thus, apparent that the amount in controversy exceeds \$75,000, exclusive of interests and costs. See *Bowden v. Burnham*, 59 F. 752, 755 (8th Cir. 1894) (holding that the "requisite amount and the citizenship necessary to confer the jurisdiction are united in the plaintiffs; and the jurisdiction is not affected by the fact that the several assignors of the claims could not have maintained separate suits thereon, because the claim of each" did not satisfy the amount-in-controversy requirement); see also *Alpine Glass, Inc. v. State Farm Fire and Casualty Company*, Civ. No. 12-2867, 2013 WL 2434942, at *2 (D. Minn. June 4, 2013) (holding that insureds' claims assigned to auto glass repairer properly aggregated to satisfy the amount in controversy requirement).

18. Therefore, this Honorable Court has jurisdiction over this civil action under 28 U.S.C. § 1332, in that diversity of citizenship exists within the meaning of the aforementioned statute and the amount in controversy exceeds \$75,000, exclusive of interest and costs, thereby entitling State Farm to remove this action to the Federal Court sitting in the District of Nebraska. See 28 U.S.C. §§ 107, 1441(a).³

STATE FARM HAS COMPLIED WITH REMOVAL PROCEDURES

19. This Notice of Removal was timely filed in accordance with 28 U.S.C. §1446 and Federal Rule of Civil Procedure 6. A true copy of this Notice of Removal is concurrently being filed with the Clerk of the District Court of Douglas County, Nebraska, as required by 28 U.S.C. §1446(d).

20. The Complaint and Demand for Jury Trial is attached hereto as Exhibit A. Copies of all other process, pleadings, and orders filed in the Douglas County action are attached hereto as Exhibit D, in accordance with 28 U.S.C. §1446(a). There are no matters pending in the state court requiring resolution.

³ To the extent the Court has any questions regarding the showing herein, State Farm respectfully requests the opportunity to respond to any such inquiry, including the taking of appropriate jurisdictional discovery.

WHEREFORE, Defendant State Farm Fire and Casualty Company, desiring to remove this cause to the United States District Court for the District of Nebraska, being the district for the county in which said action is pending, prays that the filing of this Notice of Removal with the Clerk of the District Court of Douglas County, Nebraska shall cause the removal of said suit to this Court.

DATED this 20th day of July, 2018.

Respectfully submitted,

STATE FARM FIRE & CASUALTY
COMPANY, Defendant,

By: /s/ Rex A. Rezac
Rex A. Rezac, #17787
FRASER STRYKER PC LLO
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102
(402) 978-5238
(402) 341-8290 - fax
rrezac@fraserstryker.com
ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of July, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Carrie K. Gaines, #26200
4433 South 133rd Street
Omaha, NE 68137
ATTORNEY FOR PLAINTIFF

/s/ Rex A. Rezac

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

R.A.D. SERVICES, a
Nebraska Limited Liability company,
Assignee,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

CASE NO: CI 18-_____

COMPLAINT AND DEMAND FOR JURY TRIAL

For its cause of action against the Defendant, STATE FARM FIRE AND CASUALTY COMPANY, ("STATE FARM") the Plaintiff, R.A.D. SERVICES, LLC ("R.A.D."), states and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for Breach of Contract.
2. This Court has subject matter and personal jurisdiction over the parties to this cause of action. R.A.D. brings this complaint solely under state law and not under any federal statute, law, rule or regulation, and specifically not under the United States Constitution, nor any of its Amendments.
3. A cause of action exists under Nebraska state law for claims regarding the conduct complained of herein.
4. Jurisdiction is proper as to STATE FARM pursuant to Neb. Rev. Stat. § 25-536 because STATE FARM conducts business within the State of Nebraska.
5. At all relevant times hereto, R.A.D. was and is a Nebraska limited liability company with its principal place of business located at Douglas County, Omaha, Nebraska.

EXHIBIT A

6. Venue is proper pursuant to Neb. Rev. Stat. § 25-503.01 because it is the venue in which the cause of action accrued.

FACTS COMMON TO ALL COUNTS

7. STATE FARM issued an insurance policy ("the Policy") to the insured/assignor ("the Insured").

8. R.A.D. requested a certified copy of the Policy; however, STATE FARM has failed and/or refused to provide the certified Policy to R.A.D.

9. This action involves the following STATE FARM claim numbers: 270648S58, 270483T96, 278Q41451, 270632D71, 270647P20, 270481B80, 3008855845, 270798M55, 270623R15

10. The Insured duly executed an Assignment of Insurance Claims in favor of Brokram, Inc. d/b/a Elite Exteriors ("Assignment"). A true and accurate copy of the Assignment is attached hereto as **Exhibit "A"** and incorporated herein by reference though fully set forth herein.

11. Elite Exteriors duly executed an Assignment of Insurance Claim in favor of R.A.D. ("Assignment"). A true and accurate copy of the Assignment is attached hereto as **Exhibit "B"** and incorporated herein by reference though fully set forth herein.

12. As set forth in **Exhibit "C"** STATE FARM was informed of the Assignment.

13. Under Nebraska law, the R.A.D. assignment is valid.

14. Under its Policy, STATE FARM agreed to pay for direct physical loss to the insured premises resulting from any peril not otherwise excluded within the Policy.

15. The Insured premises sustained direct physical loss due to a severe weather event (the "Loss").

16. The Policy was in full force and effect at the time of the Loss.

17. The Insured and/or assignees, promptly and properly made claims to STATE FARM for insurance benefits under the Policy and fulfilled all other post-loss duties required under the Policy.

18. As assignee, R.A.D. has satisfied all those matters and things properly required of it under the Policy, including substantial compliance with all conditions precedent thereunder, or alternatively, has been excused from performance of the same by virtue of the acts, representations, and/or conduct of STATE FARM.

19. STATE FARM's failure to fully indemnify R.A.D. for the Loss is a breach of contract and a cause of damage to R.A.D.

COUNT I: BREACH OF CONTRACT

20. R.A.D. reincorporates and restates allegations set forth in paragraphs 1-19 hereinabove by this reference.

21. Pursuant to the Policy, STATE FARM has a contractual obligation to pay the full amount of the Loss, including the costs to repair, restore, and/or replace the damage, less applicable deductibles.

22. STATE FARM breached the Policy by failing to pay R.A.D. all benefits due and owing under the Policy.

WHEREFORE, Plaintiff, R.A.D. SERVICES, LLC, respectfully requests that the Court enter judgment in favor of Plaintiff, R.A.D. SERVICES, LLC in an amount to be determined at trial, which is likely to increase with discovery and further investigation, against Defendant, STATE FARM Insurance Company, and all general and compensatory damages owed under the Policy, pre-judgment interest and post-judgment interest, fees, costs and reasonable attorney fees

pursuant to Neb. Rev. Stat. § 44-359, and such other relief as the Court deems appropriate under the circumstances.

DEMAND FOR A JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

R.A.D. SERVICES, LLC Plaintiff

By: s/Carrie K. Gaines

Carrie K. Gaines #26200

4433 S. 133rd St. Suite 45448

Omaha, NE 68137

Telephone: (402) 917-8351

cgaines.rad@gmail.com

Attorney for Plaintiff, R.A.D. SERVICES, LLC.



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License#: 22869

ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 02/28/2018

BETWEEN: Jim Griggs (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:

909 Sally Street Papillion, NE 68046

AND: **Elite Exteriors** (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office
located at: 14535 Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its
successors, assigns and personal representatives, any and all claims, demands, and cause or
causes of action of any kind whatsoever which the undersigned has or may have against
Jim Griggs, arising from the following type of claim:

Homeowner's claim # 270647P20

And the undersigned may in its own name and for its own benefit prosecute, collect, settle,
compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first
above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

Jim Griggs
Authorized Signature

Jim Griggs

Print Name and Title

ASSIGNEE

Geoff Gigliotti
Authorized Signature

Geoff Gigliotti

Print Name and Title



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rich@eliteomaha.com
www.eliteomaha.com
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License#: 22869

ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 04/10/2018.

BETWEEN: David Short (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:
19023 Grover Street, Omaha, NE 68130

AND: Elite Exteriors (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office
located at: 14535 Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its
successors, assigns and personal representatives, any and all claims, demands, and cause or
causes of action of any kind whatsoever which the undersigned has or may have against
State Farm, arising from the following type of claim:

Homeowner's claim # 270648s58

And the undersigned may in its own name and for its own benefit prosecute, collect, settle,
compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first
above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

e-Signed by David Short

Authorized Signature

David Short

Print Name and Title

ASSIGNEE

e-Signed by Ray Mactee

Authorized Signature

Ray Mactee

Print Name and Title



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ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 03/06/2018.

BETWEEN: Marilyn McCallie (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:
15111 South 17th Street, Bellevue, NE 68123

AND: Elite Exteriors (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office
located at: 14535 Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its
successors, assigns and personal representatives, any and all claims, demands, and cause or
causes of action of any kind whatsoever which the undersigned has or may have against
State Farm, arising from the following type of claim:

Homeowner's claim # 270483T96

And the undersigned may in its own name and for its own benefit prosecute, collect, settle,
compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first
above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

e-Signed by Marilyn McCallie
Marilyn McCallie P.O. A.
Authorized Signature

Marilyn McCallie
Print Name and Title

ASSIGNEE

e-Signed by Bob Brennan
Bob Brennan
Authorized Signature

Bob Brennan
Print Name and Title



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ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 05/02/2018,

BETWEEN: Andrew Bein (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:
13118 Boyd Circle, Omaha, NE 68164.

AND: Elite Exteriors (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office located at: 14535
Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its successors, assigns and
personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which
the undersigned has or may have against State Farm, arising from the following claim:

Homeowner's claim # 27-8Q41-451

**YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR
INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDEINTIAL CONTRACTOR
SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE
INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ
AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY
PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY
A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.**

And the Assignee may in its own name and for its own benefit prosecute, collect, settle, compromise and grant
releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.
Signed, sealed and delivered in the presence of:

ASSIGNOR
e-Signed by Andrew Bein
Authorized Signature

Andrew Bein
Print Name and Title

ASSIGNEE
e-Signed by Bob Brennan
Authorized Signature

Bob Brennan
Print Name and Title



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ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 03/05/2018.

BETWEEN: Kyle & Claire Schmidt (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:
2304 N 69th Street, Omaha, NE 68104.

AND: Elite Exteriors (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office
located at: 14535 Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its
successors, assigns and personal representatives, any and all claims, demands, and cause or
causes of action of any kind whatsoever which the undersigned has or may have against
State Farm, arising from the following type of claim:

Homeowner's claim # 27-0632-D71.

And the undersigned may in its own name and for its own benefit prosecute, collect, settle,
compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first
above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

e-Signed by Kyle & Claire Schmidt

Kyle Schmidt
Authorized Signature

Kyle & Claire Schmidt

Print Name and Title

ASSIGNEE

e-Signed by Bob Brennan

Bob Brennan
Authorized Signature

Bob Brennan

Print Name and Title



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ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 05/01/2018,

BETWEEN: Joe Hoeschen (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:
816 Pineview Drive, Papillon, NE 68046

AND: Elite Exteriors (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office located at: 14535
Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its successors, assigns and
personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which
the undersigned has or may have against State Farm, arising from the following claim:

Homeowner's claim # 27-0798-M55

**YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR
INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDEINTIAL CONTRACTOR
SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE
INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ
AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY
PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY
A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.**

And the Assignee may in its own name and for its own benefit prosecute, collect, settle, compromise and grant
releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.
Signed, sealed and delivered in the presence of:

ASSIGNOR
e-Signed by Joe Hoeschen
Authorized Signature

Joe Hoeschen
Print Name and Title

ASSIGNEE
e-Signed by Bob Brennan
Authorized Signature

Bob Brennan
Print Name and Title



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ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 04/11/2018

BETWEEN: Mike Polak (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:

3117 Wilhelminia Drive, Bellevue, NE 68123

AND: **Elite Exteriors** (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office
located at: 14535 Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its
successors, assigns and personal representatives, any and all claims, demands, and cause or
causes of action of any kind whatsoever which the undersigned has or may have against
State Farm, arising from the following type of claim:

Homeowner's claim # 270048b80

And the undersigned may in its own name and for its own benefit prosecute, collect, settle,
compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first
above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

Authorized Signature

Mike Polak

Print Name and Title

ASSIGNEE

Authorized Signature

Ray Mactee

Print Name and Title



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ASSIGNMENT OF CLAIM FOR DAMAGES

This Assignment of a claim for Damages (the "Assignment") is made and effective 04/17/2018.

BETWEEN: Matt Wright (The "Assignor"),
the insured and existing under the laws of the State of Nebraska, located at:
5329 South 158th Circle, Omaha, NE 68135

AND: Elite Exteriors (the "Assignee"), a corporation organized
And existing under the laws of the State of Nebraska, with its head office
located at: 14535 Industrial Road
Omaha, NE 68144

FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its
successors, assigns and personal representatives, any and all claims, demands, and cause or
causes of action of any kind whatsoever which the undersigned has or may have against
State Farm, arising from the following type of claim:

Homeowner's claim # 27 0623 R15

And the undersigned may in its own name and for its own benefit prosecute, collect, settle,
compromise and grant releases on said claim as it in its sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first
above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

e-Signed by Matt Wright

Authorized Signature

Matt Wright

Print Name and Title

ASSIGNEE

e-Signed by Ray Mactee

Authorized Signature

Ray Mactee

Print Name and Title



ASSIGNMENT OF INSURANCE CLAIM

This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN **Brokram, Inc. d/b/a Elite Exteriors** (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144 AND **R.A.D. Services, LLC** (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St. Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) Sharon and James Griggs

Homeowner address 909 Sally St. Papillion Ne

Homeowner claim number 270 647 P 20

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDEINTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 24 day of April, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing

[Signature]
Signature

Richard H. Daviden
Printed Name

R.A.D. Services, LLC

[Signature]
Signature

Richard H. Daviden
Printed Name



ASSIGNMENT OF INSURANCE CLAIM

This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN **Brokram, Inc. d/b/a Elite Exteriors** (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144 AND **R.A.D. Services, LLC** (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St. Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) Andrew Bien

Homeowner address 13118 Boyd Circle Omaha NE 68164

Homeowner claim number 278Q41451

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 4 day of July, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing


Signature

Richie Davidson
Printed Name

R.A.D. Services, LLC


Signature

Dan Ambler
Printed Name



ASSIGNMENT OF INSURANCE CLAIM

This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN **Brokram, Inc. d/b/a Elite Exteriors** (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144
AND R.A.D. Services, LLC (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St. Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) David Short

Homeowner address 19023 Grover St. Omaha NE 68130

Homeowner claim number 270648 S 58

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 4 day of June, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing

[Signature]
Signature

Richie Davidson
Printed Name

R.A.D. Services, LLC

[Signature]
Signature

Dan Ahlert
Printed Name



ASSIGNMENT OF INSURANCE CLAIM

This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN **Brokram, Inc. d/b/a Elite Exteriors** (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144 AND **R.A.D. Services, LLC** (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St. Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) Roman Hutton

Homeowner address 380 S. 2nd St. Springfield Ne 68059

Homeowner claim number 27-0481-634

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDEINTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 4 day of June, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing


Signature

Richie Davidson
Printed Name

R.A.D. Services, LLC


Signature

Dan Arthurs
Printed Name

4433 S. 133rd St. • Omaha, NE 68137 • 402-682-8755

ASSIGNMENT OF INSURANCE CLAIM



This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN Brokram, Inc. d/b/a Elite Exteriors (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144 AND R.A.D. Services, LLC (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St. Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) Marilyn McCallie
Homeowner address 15115.17th St. Bellevue NE 68123
Homeowner claim number 270483 T 96

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 2nd day of May, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing

R.A.D. Services, LLC

Signature

Printed Name

R. Edward Davidson

Signature

Printed Name

R. Edward Davidson II



ASSIGNMENT OF INSURANCE CLAIM

This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN **Brokram, Inc. d/b/a Elite Exteriors** (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144. AND **R.A.D. Services, LLC** (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St, Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) Kyle & Claire Schmidt

Homeowner address 2304 N. 69th St. Omaha NE 68104

Homeowner claim number 27-0632-D71

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 4 day of June, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing

[Signature]
Signature

Richie Davidson
Printed Name

R.A.D. Services, LLC

[Signature]
Signature

Dan Aitken
Printed Name



ASSIGNMENT OF INSURANCE CLAIM

This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN **Brokram, Inc. d/b/a Elite Exteriors** (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144 AND **R.A.D. Services, LLC** (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St. Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) Joseph Hoeschevi
Homeowner address 816 Pineview Dr. Papillion Ne. 68046
Homeowner claim number 27-0798-M55

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDEINTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 4 day of June, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing

[Signature]
Signature

Richie Davidson
Printed Name

R.A.D. Services, LLC

[Signature]
Signature

Dan Aitken
Printed Name



ASSIGNMENT OF INSURANCE CLAIM

This Assignment of a claim for Damages (the "Assignment") is made and effective on this date:

BETWEEN **Brokram, Inc. d/b/a Elite Exteriors** (the "Assignor"), a corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 14535 Industrial Road Omaha, NE 68144 AND **R.A.D. Services, LLC** (the "Assignee"), a limited liability corporation organized and existing under the laws of the State of Nebraska, with its head office located at: 4433 S. 133rd St. Omaha, NE 68137.

FOR VALUE RECEIVED, the Assignor hereby irrevocably transfers and assigns to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against State Farm Insurance Company, arising from the following claim:

Homeowner name(s) Matt Wright

Homeowner address 5329 S. 158th Cir. Omaha Ne 68135

Homeowner claim number 27 0623 R 15

This Assignment shall sever any and all rights the Assignor may have had in the above insurance claim.

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDEINTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IN WITNESS WHERE OF, the undersigned have caused this transfer and assignment of insurance claim to be duly executed this 5 day of June, 2018.

ASSIGNOR(S): BROKRAM, INC. d/b/a Elite Roofing


Signature

Richie Davidson
Printed Name

R.A.D. Services, LLC


Signature

Dan Arlken
Printed Name



R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Insured: Mike Polak
Property: 3117 Wilhelminia Drive
Bellevue, NE 68123

Home: (402) 415-9022

E-mail: ntus@cox.net

Claim Number: 2700481B80

Policy Number:

Type of Loss: Hail

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 5/30/2018

Price List: NEOM8X_MAY18

Restoration/Service/Remodel

Estimate: 270481B80_POLAK-RAD

Exhibit C

R /
A * S
/ D SERVICES

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Attention Claims Department,

This letter will serve to advise you that claim number #270481B80 has been assigned to R.A.D. Services LLC for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question.

1. Is this an RCV or ACV Policy? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.

2. If any portion of this policy is ACV, please provide documentation outlining which portion(s) are RCV & which are ACV. *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV in its entirety.

3. Are there any Reservation of Rights Letters attached to any portion of the insured property? (i.e. Roof not covered at RCV due to existing conditions at policy inception) *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.

4. When do the repairs need to be completed by, in order to receive the RCV benefit for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be taken to mean the policy has no time limit to make repairs to receive the RCV benefit.

5. Can we request an extension to make the necessary repairs if needed? If so, what is the process to request an extension and filing deadlines? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has no time limit to make repairs to receive the RCV benefit.

6. Are code upgrades (Ordinance and Law Endorsement) provided for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has an Ordinance and Law Endorsement.

7. If so, what are the limits of insurance for Ordinance and Law endorsements? *Failure to respond or to provide supporting documentation received within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean Ordinance of Law is subject to a limit of insurance equal to at least 10% of Coverage A limits.

8. Are there any prior claims that affect this loss in any way? If so, in what way? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.

9. Are there any additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss.

In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within thirty (30) days of the date of this notice.

We hereby direct the name R.A.D. LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to



R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

R.A.D. Services LLC at the address below.

R.A.D. Services LLC
4433 South 133rd St.
Omaha, NE 68137
(402)915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. SERVICES LLC

R /
A * SERVICES
/ D

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Insured: David Short
Property: 19023 Grover Street
Omaha, NE 68130-6018

Claim Rep.: RAD SERVICES
Company: R.A.D. SERVICES
Business: 4433 SOUTH 133RD ST.
Omaha, NE 68137

Cellular: (402) 917-8351

Estimator: RAD SERVICES
Company: R.A.D. SERVICES
Business: 4433 SOUTH 133RD ST.
Omaha, NE 68137

Cellular: (402) 917-8351

Claim Number: 270648S58

Policy Number: 27-BA-C060

Type of Loss: Hail

Date of Loss: 6/29/2017
Date Inspected:

Date Received:
Date Entered: 5/30/2018 11:11 AM

Price List: NEOM8X_MAY18
Restoration/Service/Remodel
Estimate: 270658S58_SHORT-RAD

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Attention Claims Department,

This letter will serve to advise you that claim number #270658S58 has been assigned to R.A.D. Services LLC for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question.

1. Is this an RCV or ACV Policy? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.

2. If any portion of this policy is ACV, please provide documentation outlining which portion(s) are RCV & which are ACV. *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV in its entirety.

3. Are there any Reservation of Rights Letters attached to any portion of the insured property? (i.e. Roof not covered at RCV due to existing conditions at policy inception) *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.

4. When do the repairs need to be completed by, in order to receive the RCV benefit for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be taken to mean the policy has no time limit to make repairs to receive the RCV benefit.

5. Can we request an extension to make the necessary repairs if needed? If so, what is the process to request an extension and filing deadlines? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has no time limit to make repairs to receive the RCV benefit.

6. Are code upgrades (Ordinance and Law Endorsement) provided for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has an Ordinance and Law Endorsement.

7. If so, what are the limits of insurance for Ordinance and Law endorsements? *Failure to respond or to provide supporting documentation received within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean Ordinance of Law is subject to a limit of insurance equal to at least 10% of Coverage A limits.

8. Are there any prior claims that affect this loss in any way? If so, in what way? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.

9. Are there any additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss.

In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within thirty (30) days of the date of this notice.

We hereby direct the name R.A.D. LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to

R/
A * SERVICES
/ D

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

R.A.D. Services LLC at the address below:

R.A.D. Services LLC
4433 South 133rd St.
Omaha, NE 68137
(402)915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. SERVICES LLC

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Insured: Jim Griggs
Property: 909 Sally Street
Papillion, NE 68046

Claim Number: 270647P20

Policy Number: 27-BL-B664-7

Type of Loss: Hail

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 5/14/2018 10:08 AM

Price List: NEOM8X_MAY18
Restoration/Service/Remodel
Estimate: 270647P20_GRIGGS-RAD

R.A.D. SERVICES

4433 S.133 ST.
 OMAHA, NE 68137
 402-915-2893

Attention Claims Department,

This letter will serve to advise you that claim number #270647P20 has been assigned to R.A.D. Services LLC for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question.

1. Is this an RCV or ACV Policy? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.

2. If any portion of this policy is ACV, please provide documentation outlining which portion(s) are RCV & which are ACV. *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV in its entirety.

3. Are there any Reservation of Rights Letters attached to any portion of the insured property? (i.e. Roof not covered at RCV due to existing conditions at policy inception) *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.

4. When do the repairs need to be completed by, in order to receive the RCV benefit for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be taken to mean the policy has no time limit to make repairs to receive the RCV benefit.

5. Can we request an extension to make the necessary repairs if needed? If so, what is the process to request an extension and filing deadlines? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has no time limit to make repairs to receive the RCV benefit.

6. Are code upgrades (Ordinance and Law Endorsement) provided for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has an Ordinance and Law Endorsement.

7. If so, what are the limits of insurance for Ordinance and Law endorsements? *Failure to respond or to provide supporting documentation received within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean Ordinance of Law is subject to a limit of insurance equal to at least 10% of Coverage A limits.

8. Are there any prior claims that affect this loss in any way? If so, in what way? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.

9. Are there any additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss.

In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within thirty (30) days of the date of this notice.

We hereby direct the name R.A.D. LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to

~~R/~~
~~A * S~~
~~/ D~~ **R.A.D. SERVICES**

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

R.A.D. Services LLC at the address below.

R.A.D. Services LLC
4433 South 133rd St.
Omaha, NE 68137
(402)915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. SERVICES LLC

**R.A.D. SERVICES**

4433 S.133 ST.
 OMAHA, NE 68137
 402-915-2893

Insured: Marilyn McCallie
 Property: 15111 S 17th street
 Bellevue, NE 68123-6830

Home: (402) 291-2138
 Cellular: (402) 740-5087
 E-mail: bob.elite@icloud.com

Claim Rep.: RAD SERVICES
 Company: R.A.D. SERVICES
 Business: 4433 SOUTH 133RD ST.
 Omaha, NE 68137

Cellular: (402) 917-8351

Estimator: RAD SERVICES
 Company: R.A.D. SERVICES
 Business: 4433 SOUTH 133RD ST.
 Omaha, NE 68137

Cellular: (402) 917-8351

Claim Number: 27-0483-T96

Policy Number: 27-C4-7623-9

Type of Loss: Wind Damage

Date of Loss: 6/16/2017
 Date Inspected: 6/23/2017

Date Received:
 Date Entered: 2/2/2018 9:56 AM

Price List: NEOM8X_JAN18
 Restoration/Service/Remodel
 Estimate: 270483T96_MCCALLIE-1

**R.A.D. SERVICES**

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Attention Claims Department,

This letter will serve to advise you that claim number #270483T96 has been assigned to R.A.D. Services LLC for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question:

1. Is this an RCV or ACV Policy? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.

2. If any portion of this policy is ACV, please provide documentation outlining which portion(s) are RCV & which are ACV. *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV in its entirety.

3. Are there any Reservation of Rights Letters attached to any portion of the insured property? (i.e. Roof not covered at RCV due to existing conditions at policy inception) *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.

4. When do the repairs need to be completed by, in order to receive the RCV benefit for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be taken to mean the policy has no time limit to make repairs to receive the RCV benefit.

5. Can we request an extension to make the necessary repairs if needed? If so, what is the process to request an extension and filing deadlines? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has no time limit to make repairs to receive the RCV benefit.

6. Are code upgrades (Ordinance and Law Endorsement) provided for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has an Ordinance and Law Endorsement.

7. If so, what are the limits of insurance for Ordinance and Law endorsements? *Failure to respond or to provide supporting documentation received within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean Ordinance of Law is subject to a limit of insurance equal to at least 10% of Coverage A limits.

8. Are there any prior claims that affect this loss in any way? If so, in what way? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.

9. Are there any additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss.

In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within thirty (30) days of the date of this notice.

We hereby direct the name R.A.D. LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to:



R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

R.A.D. Services LLC at the address below.

R.A.D. Services LLC
4433 South 133rd St.
Omaha, NE 68137
(402)915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. SERVICES LLC

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Insured: Andrew Bein
Property: 13118 Boyd Circle
Omaha, NE 68164

Claim Rep.: RAD SERVICES
Company: R.A.D. SERVICES
Business: 4433 SOUTH 133RD ST.
Omaha, NE 68137

Cellular: (402) 917-8351

Estimator: RAD SERVICES
Company: R.A.D. SERVICES
Business: 4433 SOUTH 133RD ST.
Omaha, NE 68137

Cellular: (402) 917-8351

Claim Number: 278Q41451

Policy Number: 27-BB-N120-5

Type of Loss: Hail

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 5/30/2018

Price List: NEOM8X_MAY18
Restoration/Service/Remodel
Estimate: 278Q41451_BEIN-RAD

**R.A.D. SERVICES**

4433 S.133 ST.
 OMAHA, NE 68137
 402-915-2893

Attention Claims Department,

This letter will serve to advise you that claim number #278Q41451 has been assigned to R.A.D Services LLC for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question.

1. Is this an RCV or ACV Policy? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.

2. If any portion of this policy is ACV, please provide documentation outlining which portion(s) are RCV & which are ACV. *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV in its entirety.

3. Are there any Reservation of Rights Letters attached to any portion of the insured property? (i.e. Roof not covered at RCV due to existing conditions at policy inception) *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.

4. When do the repairs need to be completed by, in order to receive the RCV benefit for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be taken to mean the policy has no time limit to make repairs to receive the RCV benefit.

5. Can we request an extension to make the necessary repairs if needed? If so, what is the process to request an extension and filing deadlines? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has no time limit to make repairs to receive the RCV benefit.

6. Are code upgrades (Ordinance and Law Endorsement) provided for this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has an Ordinance and Law Endorsement.

7. If so, what are the limits of insurance for Ordinance and Law endorsements? *Failure to respond or to provide supporting documentation received within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean Ordinance of Law is subject to a limit of insurance equal to at least 10% of Coverage A limits.

8. Are there any prior claims that affect this loss in any way? If so, in what way? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.

9. Are there any additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss.

In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within thirty (30) days of the date of this notice.

We hereby direct the name R.A.D. LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to

R/
A * SERVICES
/ D

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

R.A.D. Services LLC at the address below.

R.A.D. Services LLC
4433 South 133rd St.
Omaha, NE 68137
(402)915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. SERVICES LLC



R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Insured: Kyle Schmidt
Property: 2304 N 69th Street
Omaha, NE 68104-3802

Claim Number: 270632D71

Policy Number: 27-BV-R343-8

Type of Loss: Hail

Date of Loss: 6/29/2017 12:00 AM

Date Received:

Date Inspected:

Date Entered: 5/15/2018 2:17 PM

Price List: NEOM8X_MAY18

Restoration/Service/Remodel

Estimate: 270632D71_SCHMIDT-RA

**R.A.D. SERVICES**

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Attention Claims Department,

This letter will serve to advise you that claim number # 270632D71 has been assigned to R.A.D. Services LLC for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question.

1. Is this an RCV or ACV Policy? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.

2. If any portion of this policy is ACV, please provide documentation outlining which portion(s) are RCV & which are ACV. *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV in its entirety.

3. Are there any Reservation of Rights Letters attached to any portion of the insured property? (i.e. Roof not covered at RCV due to existing conditions at policy inception) *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.

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8. Are there any prior claims that affect this loss in any way? If so, in what way? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.

9. Are there any additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss.

In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within thirty (30) days of the date of this notice.

We hereby direct the name R.A.D. LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to

~~R /~~
~~A * SERVICES~~
~~/ D~~ **R.A.D. SERVICES**
4433 S.133 ST.
OMAHA, NE 68137
402.915.2893

R.A.D. Services LLC at the address below.

R.A.D. Services LLC
4433 South 133rd St.
Omaha, NE 68137
(402)915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. SERVICES LLC

R /
A * SERVICES
/ D

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Insured: Joe Hoeschen
Property: 816 Pineview Drive
Papillon, NE 68046

Claim Number: 270798M55

Policy Number: 27-BF-E473-1

Type of Loss: Hail

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 5/30/2018

Price List: NEOM8X_MAY18

Restoration/Service/Remodel

Estimate: 270798M55_HOESCHEN-R

R/
A-SERVICES
/D

R.A.D. SERVICES

4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

Attention Claims Department,

This letter will serve to advise you that claim number #270798M55 has been assigned to R.A.D. Services LLC for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question.

1. Is this an RCV or ACV Policy? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.

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3. Are there any Reservation of Rights Letters attached to any portion of the insured property? (i.e. Roof not covered at RCV due to existing conditions at policy inception) *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.

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5. Can we request an extension to make the necessary repairs if needed? If so, what is the process to request an extension and filing deadlines? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has no time limit to make repairs to receive the RCV benefit.

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7. If so, what are the limits of insurance for Ordinance and Law endorsements? *Failure to respond or to provide supporting documentation received within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean Ordinance of Law is subject to a limit of insurance equal to at least 10% of Coverage A limits.

8. Are there any prior claims that affect this loss in any way? If so, in what way? *Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.

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In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within thirty (30) days of the date of this notice.

We hereby direct the name R.A.D. LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to

~~R/~~
~~A * SERVICES~~
~~D~~

R.A.D. SERVICES
4433 S.133 ST.
OMAHA, NE 68137
402-915-2893

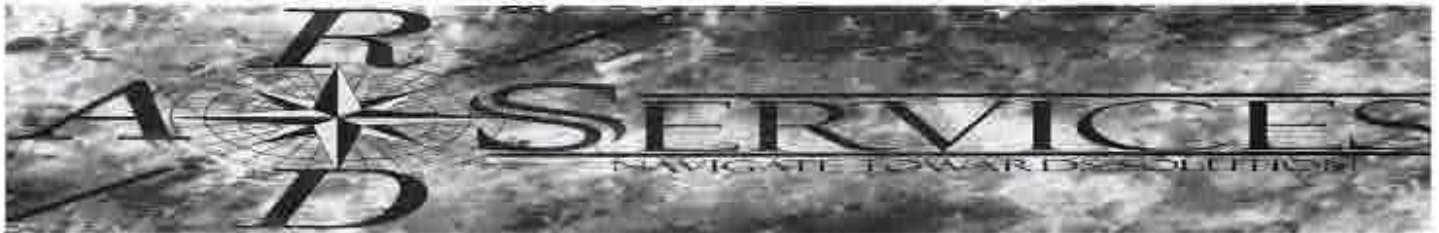
R.A.D. Services LLC at the address below.

R.A.D. Services LLC
4433 South 133rd St.
Omaha, NE 68137
(402)915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. SERVICES LLC



Assignment of Insurance Claim Notification

State Farm Insurance Company

Michael Kupar, Adjuster
Phone: 866-787-8676 x10320

Fax: 844-236-3646
Email: statefarmfireclaims@statefarm.com

Re: claim no. 270647P20

Location: 909 Sally St. Papillion, NE 68046

Date of Loss: Policy Number: Claim Number:

This letter will serve to advise you that claim number 270647P20 has been assigned to R.A.D. Services LLC ("R.A.D.") for good and valuable consideration.

In order to expedite this process, recover the benefits and fulfill our responsibilities pertaining to this claim, we are requesting that you respond to the questions listed below. To ensure that we are in compliance with the policy in effect, please provide all supporting documentation, including, but not limited to, a copy of the specific page and section of the policy in effect used to answer each question.

1. **Is this an RCV or ACV Policy?** **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV.*
2. **If any portion of this policy is ACV, please provide documentation outlining which portion(s) are RCV & which are ACV.** **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy is RCV in its entirety.*
3. **Are there any Reservation of Rights Letters attached to any portion of the insured property?** (i.e. Roof not covered at RCV due to existing conditions at policy inception) **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no Reservation of Rights Letters attached to any portion of the insured property.*
4. **When do the repairs need to be completed by, in order to receive the RCV benefit for this loss?** **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be taken to mean the policy has no time limit to make repairs to receive the RCV benefit.*

EX-C

5. **Can we request an extension to make the necessary repairs if needed? If so, what is the process to request an extension and filing deadlines?** **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has no time limit to make repairs to receive the RCV benefit.*
6. **Are code upgrades (Ordinance and Law Endorsement) provided for this loss?** **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean the policy has an Ordinance and Law Endorsement.*
7. **If so, what are the limits of insurance for Ordinance and Law endorsements?** **Failure to respond or to provide supporting documentation received within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean Ordinance of Law is subject to a limit of insurance equal to at least 10% of Coverage A limits.*
8. **Are there any prior claims that affect this loss in any way? If so, in what way?** **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no prior claims that affect this loss in any way.*
9. **Are there any additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss?** **Failure to respond or to provide supporting documentation within 7 business days of the date of Assignment of Insurance Claim Notification will be construed to mean there are no additional restrictions, exclusions (i.e. Lead, Mold, Asbestos, etc.), or requirements that we need to be made aware of in order to fulfill our responsibilities pertaining to this loss.*

In addition to the foregoing, please note that we reserve the right to initiate proceedings if this matter cannot be satisfactorily resolved within seven (7) days of the date of this notice.

We hereby direct the name R.A.D. Services, LLC be imprinted on all checks or drafts as sole payee for any proceeds issued pertaining to this loss. We also ask that you do not include any mortgage company on any checks issued pertaining to this loss, unless required by law to do so. Please direct all communications, along with all checks with respect to this claim, to R.A.D. Services, LLC at the address below.

R.A.D. Services LLC
4433 S. 133rd Street
Omaha, NE 68137
(402) 915-2893

We look forward to your reply and to working with you on this matter.

Sincerely,

R.A.D. Services, LLC

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

R.A.D. SERVICES, LLC
Assignee,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY
COMPANY,
Defendant.

CASE NO: CI 18-_____

PRAECIPE FOR SUMMONS

TO THE CLERK OF SAID COURT:

Please issue summons for service of the Complaint upon Defendant, by serving Defendant by certified mail, return receipt requested:

State Farm Fire and Casualty Company
c/o CSC Lawyers Incorporating Service Company
233 S. 13TH St. Suite 1900
Lincoln, NE 68508

Dated this 13 day of June, 2018.

R.A.D. SERVICES, LLC Plaintiff,

By: s/Carrie K. Gaines
Carrie K. Gaines #26200
4433 S. 133rd St.
Omaha, NE 68137
Telephone: (402) 917-8351
cgaines.rad@gmail.com
Attorney for Plaintiff

Page 1

NE Sec of State John A. Gale CORP - CRTD
9000363067 - Page 1 of 2
R.A.D. SERVICES, LLC
Filed: 04/20/2018 01:21:34 PM

**Nebraska Certificate of Organization
of
R.A.D. SERVICES, LLC**

Article 1

The name of the limited liability company is:

R.A.D. SERVICES, LLC

**Article 2
Management**

The limited liability company shall be ~~MEMBER-Managed~~. Management of the limited liability company is vested in one or more ~~MEMBERS~~ whose names and addresses are as follows:

**SUSAN DAVIDSON
4433 S. 133RD ST.
OMAHA, NE 68137**

**Article 3
Registered Agent**

The name and office address of the Registered Agent for service of process is:

**SUSAN DAVIDSON,
4433 S. 133RD ST.
OMAHA, NE 68137**

**Article 4
Purpose**

The purpose for which the company is organized is to conduct any and all lawful business for which limited liability companies can be organized pursuant to ~~Nebraska~~ statute.

**Article 5
Designated Office**

The street address of the initial designated office is:

**4433 S. 133RD ST.
OMAHA, NE 68137**

The mailing address is:

4433 S. 133RD ST.

EXHIBIT B

Page 2

OMAHA, NE 68137Article 6
Liability

Pursuant to Nebraska statute, and all debts, obligations or other liabilities of R.A.D. SERVICES, LLC are solely the responsibility of the limited liability company. Any manager, member, or organizer of R.A.D. SERVICES, LLC is hereby not personally liable for such debts or liabilities solely by reason of their title.

Article 7
Contribution to Capital

The total amount of cash contributed to the stated capital of the company is: \$10.00.

Other property contributed that is not cash is: none, and the total value of such property is: \$10.00.

Article 8
Additional Contributions

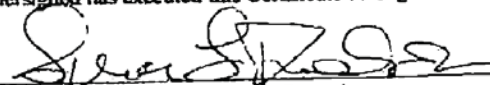
No additional contributions are agreed to be made by the members, unless the members vote to make additional contributions in accordance with the Limited Liability Company Operating Agreement.

Article 9
Additional Members

Additional members may be added if all Members unanimously consent to such addition in accordance with the Limited Liability Company Operating Agreement.

IN WITNESS THEREOF, the undersigned has executed this Certificate of Organization.

Wednesday, April 18, 2018.


SUSAN DAVIDSON, Member - Organizer

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

R.A.D. SERVICES, a Nebraska limited
liability company, Assignee,

Plaintiff,

v.

STATE FARM INSURANCE COMPANY,

Defendant.

CASE NO. _____

**DECLARATION OF
KRISTY STAPLETON**

I, KRISTY STAPLETON, depose and state as follows:

1. I am over the age of 18 and I have never been convicted of a felony or crime involving moral turpitude. I have personal knowledge of the matters stated herein and if called as a witness could competently testify thereto.

2. My business address is One State Farm Plaza, Bloomington, Illinois, 61710-0001. I am employed by State Farm Mutual Automobile Insurance Company ("State Farm Mutual") as an Assistant Vice-President-Accounting at State Farm Mutual's corporate headquarters in Bloomington, Illinois. I have been employed by State Farm Mutual for over 35 years in various accounting functions, and I oversee the department that prepares and files the Annual Statements and related filings for State Farm Mutual and its property and casualty affiliates, including State Farm Fire and Casualty Company ("State Farm Fire"). I am also Assistant Secretary - Treasurer of State Farm Fire.

3. State Farm Fire is a stock insurance company organized under the laws of the State of Illinois. State Farm Fire was organized in Illinois on June 12, 1935. State Farm Fire's statutory home office and main administrative office, as reported in its Annual Statements filed with state regulatory authorities, has been located at its corporate headquarters at One State Farm Plaza, Bloomington, Illinois, for at least the past ten years and has been located in Bloomington, Illinois, since State Farm Fire's inception. As indicated, State Farm Fire is an Illinois corporation organized and existing

EXHIBIT C

under the laws of Illinois with its principal place of business in Bloomington, Illinois, since 1935.

4. State Farm Fire's books and records are maintained in its home office, its directors are elected primarily at its home office, and its Board of Directors meetings are held primarily at its home office.

5. State Farm Fire's functional departments are headquartered at its home office, including its P&C Actuarial Department (which drafts its policy forms), its P&C Underwriting Department (which creates its underwriting standards), its PC Claims Department, its Human Resources Department, its Systems Department, and its Administrative Services Department, among others.

6. State Farm Fire's principal officers are located at its home office and its federal income tax returns and state premium tax returns are prepared and filed from its home office.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED this 17th day of July, 2018.



Kristy Stapleton



001685124D01

SERVICE RETURN

Doc. No. 546013

Douglas District Court
1701 Farnam
Omaha NE 68183

To:

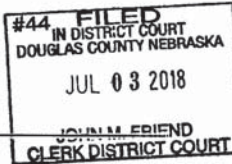
Case ID: CI 18 5372 R.A.D. Services, L v. State Farm Fire and

Received this Summons on _____ I hereby certify that on _____

Copies of the Summons

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: State Farm Fire & Casualty Co. c/o CSC Lawyers Incorp. Service Co. 233 S. 13th St. Suite 1900 Lincoln NE 68508</p>		<p>A. Signature X <u>Carrie K Gaines</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Carrie K Gaines</u></p> <p>C. Date of Delivery <u>JUN 20 2018</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>9590 9402 1217 5246 9034 39</p> <p>7017 2400 0001 1858 6402</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500)</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt (optional or authorized person)



**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,

TO THE PARTY: State Farm Fire & Casualty Co.At the following address: CSC Lawyers Incorp. Service Co.233 S. 13th St. Suite 1900Lincoln Ne 68508on the 20 day of June 2018, as required by Nebraska state law.Postage \$ 9.55Attorney for: Carrie K GainesPlaintiff

The return receipt for mailing to the party was signed on _____.

To: State Farm Fire and Casualty Co.
CSC Lawyers Incorp. Service Co.
233 S. 13th St. Suite 1900
Lincoln, NE 68508

From: Carrie K Gaines
663 N 132nd Street, Ste 158
Omaha, NE 68154

ATTACH RETURN RECEIPT & RETURN TO COURT

EXHIBIT D

SUMMONS

Doc. No. 546013

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

R.A.D. Services, LLC v. State Farm Fire and Casualty Co.

Case ID: CI 18 5372

TO: State Farm Fire and Casualty Co.

FILED BY

Clerk of the Douglas District Court
06/13/2018

You have been sued by the following plaintiff(s):

R.A.D. Services, LLC

Plaintiff's Attorney: Carrie K Gaines
Address: 663 N 132nd Street, Ste 158
Omaha, NE 68154
Telephone: (402) 682-8755

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JUNE 13, 2018

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

State Farm Fire and Casualty Co.
CSC Lawyers Incorp. Service Co.
233 S. 13th St. Suite1900
Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

SERVICE RETURN

Doc. No. 546013

Douglas District Court
1701 Farnam
Omaha NE 68183

To:

Case ID: CI 18 5372 R.A.D. Services, L v. State Farm Fire an

Received this Summons on _____, _____. I hereby certify that on

_____, _____ at _____ o'clock __M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,

TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____

The return receipt for mailing to the party was signed on _____, _____.

To: State Farm Fire and Casualty Co.
CSC Lawyers Incorp. Service Co.
233 S. 13th St. Suite1900
Lincoln, NE 68508

From: Carrie K Gaines
663 N 132nd Street, Ste 158
Omaha, NE 68154

ATTACH RETURN RECEIPT & RETURN TO COURT